

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DAHA06-02-R-0004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 19-Apr-2002	PAGE OF PAGES 1 OF 59
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. CEKT992021
7. ISSUED BY DEPARTMENT OF THE ARMY NGB US PROPERTY AND FISCAL OFFICE FOR CT 360 BROAD STREET HARTFORD CT 06105-3779 TEL: (860) 524-4870 FAX: (860) 524-4874		CODE DAHA06	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7	
9. FOR INFORMATION CALL:	A. NAME LUETICA W. GRANT		B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 860-524-4865	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> CONCRETE, PAVING & FENCE REPAIRS BEST VALUE TASK ORDER CONTRACT (TOC) A Best Value Task Order Contract is a multi-discipline, multiple award contract for construction services task orders which encompasses a broad range of maintenance, repairs, and construction work for the National Guard Installations in the State of Connecticut, predominantly in the Hartford and New Haven counties. The basic contract shall be for a base three (3) year period and two (2) option years. Task orders shall not exceed a cumulative value of \$20,000,000.00 per contract. Individual task orders shall not exceed \$1,000,000.00. Work shall be performed in accordance with the default specifications, unless specified in the individual project plans and specification documents associated with each task order.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable. <i>(See Task Orders .)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>14:00:00</u> <i>(hour)</i> local time <u>5/20/02</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>												
OFFER (Must be fully completed by offeror)												
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>							
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>							
					See Item 14							
CODE		FACILITY CODE			17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>							
AMOUNTS		SEE SCHEDULE OF PRICES										
18. The offeror agrees to furnish any required performance and payment bonds.												
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>												
AMENDMENT NO.												
DATE												
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE			
AWARD (To be completed by Government)												
21. ITEMS ACCEPTED: <div style="font-size: 24pt; font-weight: bold; margin-top: 10px;">SEE SCHEDULE</div>												
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA										
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)							
26. ADMINISTERED BY			CODE					27. PAYMENT WILL BE MADE BY			CODE	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE												
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.							
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>							
30B. SIGNATURE			30C. DATE			31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE			

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lot		

Total Contract Price Sample Project

FFP - Provide all labor, materials, equipment, expertise, facilities to construct a Drop Tank Storage at Bradley Air National Guard Base, East Granby, CT in accordance with plans and specifications

project #CEKT992021

(PRICE FOR THIS LINE ITEM SHOULD BE A SUM OF ITEMS 0002 THRU 0007)

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1.00	Lot		

Installation of new pier

FFP - in accordance with Statement of Work, Section 00100-3(3)

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Retaining wall in accordance with FFP - Satement of Work, Section 00100-3(9)	1.00	Lot		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Construct Steel Structure in FFP - accordance with Statement of Work, Section 00100-3(11)	1.00	Lot		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Bituminous Pavement in accordance FFP - with, Statement of Work, Section 00100-3(14)	1.00	Lot		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Fence and Gate in accordance with FFP - Statement of Work, Section 00100-3(15)	1.00	Lot		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Painting and Surface Preparation in FFP - accordance with Statement of Work, Section 00100-3(17)	1.00	Lot		

 NET AMT

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001		Lot	1.00	Dest.	
0002		Lot	1.00	Dest.	
0003		Lot	1.00	Dest.	
0004		Lot	1.00	Dest.	
0005		Lot	1.00	Dest.	
0006		Lot	1.00	Dest.	
0007		Lot	1.00	Dest.	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A

NOTE: The sample project listed below will **NOT** be awarded under this contract and is only a sample of the types of projects that may be offered and constructed under the Task Order Contract (TOC).

1. CLAUSES AND PROVISIONS

- a. Clauses and provisions from the Federal Acquisition Regulation (FAR), DOD FAR Supplement (DFARS) and the Army FAR Supplement (AFARS) are incorporated in this document by reference and in full text. The incorporated by reference has the same force and effect as if they were given in full text.
- b. Section 00600 will be physically removed from any resultant award, but will be deemed to be incorporated by reference to that award.

2. OFFERS

- a. In accordance with the terms and conditions of the solicitation, multiple awards may be made.
- b. Instructions for preparation of technical proposals are located in this section.

3. CONTRACT PERIOD

The base period for each contract shall be in effect from the date of award through three (3) years from the date of the contract award. There are two (2) option years in addition to the base years. Contractors will be notified within thirty (30) days of the expiration date of the Government's intent to exercise each option. The total life of each contract shall not exceed five (5) years.

4. APPLICABLE WAGE RATES

The Davis-Bacon General Wage Rates are applicable to all task orders. By submitting an offer, the contractor agrees to comply with the current applicable Davis-Bacon General Wage Decisions. Prior to requesting a price proposal under the contract, the Contracting Officer will insure that the most CURRENT applicable Davis-Bacon General Wage Decision is attached to the Notice of Proposed Task Order Project.

5. CONTRACT MINIMUMS AND MAXIMUMS

- a. The cumulative amount of task orders awarded to a contractor SHALL NOT EXCEED \$20,000,000.00.
 - b. The minimum value of each task order is \$2,000.00. Any requirements under this amount will be procured under other acquisition procedures.
 - c. The maximum value of each task order SHALL NOT EXCEED \$1,000,000.00. Any requirements exceeding this amount will be procured under other acquisition procedures.
6. The Government may request proposals for which funds are not currently available for award. If later, the funds fail to become available for the award of the project, the event shall not constitute a basis for equitable adjustment under the contract. If funds become available for a project after expiration of the proposal acceptance period, the Government may request an extension of the proposal acceptance period without further competition for the project. If the proposal acceptance period is not extended by the contractor, the project SHALL BE offered to the next lowest offeror.

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

BASIS FOR AWARD

- a. Source selection procedures contained in FAR 15.3 shall be utilized to select the successful offers. Each offeror's proposal will be thoroughly evaluated and awards made to each responsible offeror whose proposal has been evaluated as acceptable.
- b. Award shall not be made to any offeror failing to be determined responsible in accordance with FAR 9.104. The offeror need not make a submission of substantiating data relating thereto, in accordance with submission of its proposal. Any such substantiating data as may be required will be expressly solicited as soon as practicable by written communication from the Contracting Officer.
- c. Evaluations of each proposal will be accomplished as outline below in descending order of relative importance:

Area A: PAST PERFORMANCE

- Item 1: Company Experience
- Item 2: Letters of Recommendation
- Item 3: Corp of Engineers' Performance Report

Area B: PROJECT MANAGEMENT

- Item 1: Management and Staff Support
- Item 2: Quality Control Plan

Area C: CAPABILITY

- Item 1: In-House Skills/Crafts
- Item 2: Financial Capacity to Perform
- Item 3: Subcontractor's Capability
- Item 4: Bonding Capacity

Area D: PRICE PROPOSAL/SAMPLE PROJECT

Area E: LOCATION OF COMPANY

Area F: SCOCIO-ECONOMIC CONSIDERATION

- d. Since price is not the primary evaluation criteria, the Government reserves the right to award contracts based on factors other than the best rated price proposal.
- e. Evaluation Plan. The evaluation of each proposal will be based on the ability of the offeror to effectively manage a multi-project construction program, with requirements specified in the Request for Proposal (RFP), and total price as defined herein. In order to determine total price to the Government, price proposals will be evaluated in the following manner:

The hypothetical location of the project is Bradley Air National Guard Base, East Granby, Connecticut. When preparing the proposal it should be assumed that this project is within the offeror's local vicinity. Estimates should only include local mobilization/demobilization costs. Also assume that the job site is a perfect site with no differing

site conditions. Attached to the prototypical project will be a wage rate determination that is to be used to determine wage rates. The prototypical project priced under Section 00010 of this solicitation will **NOT** be awarded under this contract; but will be used solely to evaluate the accuracy of the contractors estimating pricing system.

f. General Evaluation Criteria

1. Price and technical factors will be evaluated on the following scale:

Exceptional – exceeds specified performance or capability in a beneficial way, high probability of success, no significant weakness

Acceptable – meets standards; good probability of success; weakness can be readily corrected

Marginal – Fails to meet standards; low probability of success; significant deficiencies, but correctable

Unacceptable – Fails to meet a minimum requirement; needs a major revision to the proposal to make it correct

g. Proposals may be considered unacceptable for the following reasons:

1. Failure to provide adequate information in project and price proposals as specified.
2. Failure to meet minimum requirements.

CONTRACT AWARD

- a. TOC contracts shall be awarded to responsible offerors whose offer conforming to the solicitation will be considered to be advantageous to the Government based upon the evaluation factors contained in the Basis for Award in this section.
- b. The Government reserves the right to waive informalities and minor irregularities in offers received.
- c. The Government may accept within the time specified therein, any offer whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government PRIOR to award.
- d. The Government may award contracts based on initial offers received without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from price and technical standpoint.
- e. A written award, or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

EXPLANATION TO OFFERORS

- a. Any explanations desired by an offeror regarding the meaning or interpretation of the solicitation, for proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before submission of their offer. If warranted, any interpretations made will be in the form of an

amendment of solicitations, drawings, specifications, etc., and will be furnished to all prospective offerors. Receipt by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment before the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding.

RETENTION

Proposals submitted in response to this solicitation will not be returned, but will be retained by the USPFO for Connecticut for official use.

JOB SITE INSPECTION

Bidders should inspect the job site prior to submitting a bid. In this regard bidders should note contract clause 52.236-0003, "Site Investigation and Conditions Affecting the Work". Tours of the job site will be coordinated by the Contracting Officer.

PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The submittals contemplated by the clause herein entitled "Material and Workmanship" shall be accomplished on and in accordance with instructions pertaining to AF Form 3000 or USPFO Form 3000, "Material Approval Submittal".

NOTE: Contractor is required to submit all shop drawings and material submittals for this contract within (as specified in each task order) of issuance of the Notice to Proceed, or as directed by the Contracting Officer.

SECTION 00100: STATEMENT OF WORK (SAMPLE PROJECT)

CONSTRUCT DROP TANK STORAGE, BRADLEY AIR NATIONAL GUARD BASE

PN: CEKT992021

00100-1 LOCATION: Bradley ANG Base, 100 Nicholson Rd, East Granby, CT 06026-9309. Arrangements for entrance onto the Base must be made by contacting Base Engineering at (860) 292-2484 between the hours of 8:00 a.m. and 3:00 p.m., Tuesday through Friday.

00100-2 SCOPE: The work covered in this contract consists of furnishing all plant, labor, expertise, equipment, materials, facilities, transportation, and appliances necessary to perform operations in connection with [the construction of the Drop Tank Storage facility: an engineered steel roof structure on a concrete foundation and slab. The construction of this facility was started in 1994 and halted shortly after, for the convenience of the government. Some concrete piers were placed and preliminary grading done. The steel for the building was purchased and delivered. Since then, anchor bolts on the piers have been bent or sheared off, and the steel stored outside. The contractor shall take the existing conditions and complete the facility.](#) The work provided by the contractor shall provide a complete and usable facility, and includes the work described in paragraph SW-3.

00100-3 SUMMARY OF WORK: Work shall consist of:

1. Repair piers with bent anchor bolts;
2. Replace piers where anchor bolts have been sheared off;
3. One pier was not previously constructed. A 5KV primary electrical line, encased in concrete runs close to the location of the new pier. Coordinate with Northeast Utilities to determine course of action required to place the pier. Provide solution as part of bid package. Contractor shall include in their proposal, all fees required by the utility company;
4. Install electrical conduit from Bldg 15 to new structure as shown on drawing E-1;

5. Raise frames of both sewer manhole and storm catch basin, to new finish elevation;
6. Remove existing tree and shrub;
7. Remove existing bituminous and concrete paving as shown;
8. Relocate concrete "Jersey" barriers: each barrier is approximately 16,000 lbs. Move barriers to a location approximately ½ mile from construction site. Set barriers end-to-end at new location, at the direction of the government. Barriers will be set on virgin ground: no other work will be done by the contractor at this location;
9. Provide retaining wall at new driveway and yard drain. Design and type is at the discretion of the contractor, subject to approval by the government. Contractor shall submit concept proposal with bid;
10. Grade site to ensure proper run-off and prevent ponding. Grade driveways from concrete pad to existing pavements with minimum grade change. Grade area of old driveway to ensure entire unpaved area grades from pavements to yard drain without ponding;
11. Construct steel structure and translucent roof panels. Government shall furnish Structural steel elements (shop drawings will be forwarded to the contractor). Contractor shall furnish all fasteners, translucent roof panels, bracing steel (miscellaneous 2x2 angle iron bracing), and ½ ton bridge cranes w/manual hoists. Submit manufactures information on contractor supplied materials;
12. Connect new monorail to existing monorail in Bldg 15. Ensure proper operation;
13. Place concrete slab and finish with steel trowel (power trowel is acceptable). Provide expansion joints such that no construction or expansion joint is greater than 25 feet between each or end of slab. Provide curing/hardening compound and self-leveling concrete joint sealant. Submit compound and sealant manufacturers information for approval;
14. Provide bituminous pavements shown;
15. Provide fence and electric cantilever gate w/controller: fence shall be 7 foot, 9 ga., chain link fence w/3 strand barbed wire on outriggers. Fence shall have tension wire on both top and bottom, and meet FAA standards for airport fencing. Posts shall be placed in concrete. Contractor shall submit manufactures cut-sheets with proposal. Submit shop drawings for approval two weeks after Notice to Proceed. Gate motor and controller shall be manufactured by Power Master or approved equal. Gate controller switches shall be open/close/hold and shall be located in the Fire Control Room;
16. Provide guard-rail along driveway at retaining wall and yard drain. Submit type/options with proposal;
17. Paint steel structure: submit a painting plan, to include preparing the rusted steel and aged primer for painting, priming, and painting with proposal;
18. Provide landscaping, raking and seeding of disturbed grounds;
19. Installing system(s): Contractor shall perform all actions/activities necessary to provide a complete and usable system, including power from nearest approved power source, excavation, structural support and drilling and mounting;
20. Provide Operation and Maintenance manuals, and warranty information. Provide name, address and phone numbers for routine and emergency service;

00100-4 DEFINITIONS:

- a. "IAW" shall mean "In-accordance with";
- b. "CO" shall mean "Contracting Officer";
- c. "COR" shall mean "Contracting Officer's Representative".

00100-5 CODES & STANDARDS:

All work performed under this contract shall be in accordance with federal, state and local laws, codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that bear on performance of work; and, widely accepted industry standards, including but not limited to:

<u>Abbr. *</u>	<u>Organization*</u>
AIEE	American Institute of Electrical Engineers
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Material
BOCA	Building Official Code Administrators (Building Code)
CS	Commercial Standards
FAA	Federal Aviation Administration
FM	Factory Mutual System
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety & Health Administration
UL	Underwriters Laboratories

* Reference to other organizations may be included in some sections of the specifications. Many of the above referenced activities can be contacted via the Internet at <http://www.nssn.org>.

- a. Various standards and specifications are incorporated in the technical sections of these specifications by reference. In all such instances, the reference shall mean the latest edition, including amendment or revision in effect as of the date of this specification, unless a specific issue is identified otherwise. Failure to comply with any of the aforementioned codes and standards shall be considered as a failure to comply to contract specifications. In the event that referenced specifications or standards contain general requirements in conflict with the general or supplementary conditions, the scope of work of individual sections of these specifications shall govern.
- b. The contractor or his designated representative shall have, at all times during the installation period, a copy of the contract. The contractor shall present said contract, when asked to do so.

00100-6 UTILITIES:

Contractors shall coordinate with all local utilities having jurisdiction: Northeast Utilities and Connecticut Light & Power, Connecticut Water Co., Yankee Gas, AT&T and SNET, MDC, and the Base Engineers Office.

- a. All utility service outages shall be at the convenience of the Government, and unless otherwise specified elsewhere, will be scheduled in accordance with the Work Schedule. All proposed utility outages require approval of the Contracting Officer and requests for outages require approval of the Contracting Officer and requests for outages shall be submitted in writing. Requests shall be submitted a minimum of two (2) weeks in advance to the Contracting Officer to permit coordination with all affected activities. Electrical outage coordination is required with Base Civil Engineer.
- b. Contractor shall be responsible for injury to water pipes, gas pipes, oil pipes, electrical wires, conduits, drains, sewers, buildings and other structures that may be set within prosecution of the work, owned by individuals, firms, corporations or by the municipality. Contractor shall be liable for damages to public or private property resulting there from.

c. Shore up or sling in their place, without injury, gas pipes, water pipes, oil pipes, gasoline pipes, electrical conduits, communication conduit and lines, and other structures, public service owned, or controlled by individual firms or corporations, that may be intercepted during and by any work under this contract. Maintain them in constant operation except as may be required to connect and disconnect from them.

00100-7 CALL BEFORE YOU DIG: All contractors shall be responsible for “Call Before You Dig” for any excavations or penetrations into the ground. In addition, all contractors shall apply for a digging permit to the Base Engineers Office, for any excavations or penetrations into the ground.

00100-8 CONFINED SPACE: NOT USED.

00100-9 MATERIALS: The materials shall conform to specifications, applicable industry codes and standards and the manufacturer’s recommendations, which ever is more stringent. Certificates of compliance and Technical Data Sheets are required for all materials supplied. A list of all chemicals to be used, shall be provided prior to the start of work. The list shall state the commercial name, manufactures’ name, chemical name, and quantity to be used or stored on government property.

00100-10 SITE INSPECTION: The Contractor is required to acknowledge, at time of Bid Opening, that said contractor has inspected, and is fully cognizant of conditions at the site. No allowance or consideration will be given after award for any condition(s) which was(were) existing at the time of the site visit.

00100-11 BASE ACCESS: The contractor shall provide a list of names and their job or trade, to the Contracting Officers Representative(COR), at the Pre-Installation meeting. Additionally, each person must sign-in and pick-up a security badge, at the Work Control Desk, Building 17, at the beginning of the work day. Each person must wear the badge in a prominent location. The badge must be returned at the end of the work day. Access to the Base is limited to travel from the Main Gate to the Base Engineers Office, Bldg. 17, and the job site. All other areas are off limits. Violations of these security requirements will revoke any or all passes. The Government reserves the right to deny access to any person, with no consequence to the contract.

00100-12 SAFETY: The Contractor shall conduct his operation in accordance with all Federal, State and Local regulations and/or standards pertinent to “Safe Practices”. Base Safety personnel shall inspect the job sit to insure safety standards are met. Base Safety, through the COR, shall issue warnings or stop work not in compliance.

- a. Radio Transmitter Restrictions: To preclude accidental actuation of sensitive electronic equipment, under no circumstances shall transmitters be used without prior approval. Cell phones greater than 4 watts, and any cell phone within the munitions compound, shall not be powered on.

00100-13 FIRE PREVENTION AND PROTECTION: The Contractor shall comply with all fire protection measures prescribed in AFOSH 127-5, a copy of which is on file in the office of the Contracting Officer. A written fire permit shall be obtained from the Base Fire Marshall for use of open flame devices, such as blowtorches, portable furnaces, tar kettles or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on he part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

00100-14 EMERGENCIES Should tornado, hurricane, gale or heavy wind warnings be issued, take every practicable precaution to minimize danger to persons, to the work and to the adjacent property. Any damage caused by a failure to take every practicable precaution, shall be rectified or replaced to the complete satisfaction of the Contracting Officer and at no expense to the Owner. Injury to personnel, or damage to adjacent property because of the work shall be the complete responsibility of the Contractor, and he accepts exclusive liability for the same. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and removing or securing scaffolding and other temporary work.

00100-15 GRADES, LINES AND LAYOUT: The Government will establish lot lines, restrictions and principal bench marks. Other grades, lines, levels and bench marks shall be established and maintained by General Contractor, who shall be responsible for same. Verify grades, lines, levels and dimensions indicated. Report errors or inconsistencies in above to Contracting Officer before commencing work.

- a. Contractor shall furnish competent engineering services for layout of building, utility and site improvements, in accordance with elevations and location indicated.
- b. Deviation from established grades or lines will not be permitted except by written approval of the Contracting Officer, or unless obvious error exists in designated grades or lines.
- c. Contractor shall provide and maintain well-built batter-boards at each corner and establish bench marks in not less than two widely separated places. As work progresses, establish benchmarks at each floor, giving exact levels of various floors.
- d. General Contractor shall lay out partition lines and other significant reference lines or points that will enable mechanical and other trades to accurately locate boxes, openings, sleeves, conduits, hangers, inserts and other devices. Reference points and lines shall be laid out both in form work prior to erection of reinforcing steel and on structural floors.

C0010016 CLEAN-UP: Clean-up and remove debris generated by this contract to an approved off-base location.

00100-17 GOVERNMENT RESOURCES: No Government resources shall be made available to the contractor, unless otherwise stated in this Statement of Work. The contractor shall provide for all necessary resources to provide a complete and usable facility or systems as described in the contract documents. The contractor shall not obligate Government resources in any manner. The Government shall seek remedy for any obligation or encumbrance imposed by the contractors actions. Government resources include, but are not limited to, government owned materials, equipment, tools, vehicles, personnel and facilities.

- a. **Use of the site:** Confine operations at the site to the areas permitted under the Contract.. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project installation.
 - 1. Lock automotive type vehicles, such as passenger cars and trucks, and other mechanized and motorized installation equipment when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- b. **Use of the Existing Buildings:** Maintain the existing buildings in a safe and weather tight condition throughout the installation period. Repair damage caused by installation operations. Take all precautions necessary to protect the building and its occupants during the installation period.
 - 1. Keep public areas, such as hallways, vestibules and toilet rooms free from accumulation of waste material, rubbish or debris.
 - 2. Smoking or open fires will not be permitted within the building enclosure or on the premises.
 - 3. If contractor discovers existing damage, written notice must be given before any work is started in the area.
 - 4. Storage is the Contractor's responsibility. The Government shall not provide any facility, or space within a facility, for storage of materials and equipment.

00100-18 GOVERNMENT OCCUPANCY: Full Occupancy: The government will occupy the site and the existing buildings during the entire period of installation. Cooperate fully with the occupant during installation operations to minimize conflicts and to facilitate government usage. Perform the work so as not to interfere with the government's operations. The Contractor will be working in and around existing buildings which are occupied. Do not enter the buildings without prior approval of the Contracting Officer. Leave fixed equipment in place and

protect against damage or temporarily disconnect, relocate, protect, and reinstall at completion of work. The Government will remove and relocate other Government property in the areas of the buildings scheduled to receive work.

00100-19 WORK SCHEDULE:

Due to the National Defense, Mission-Essential nature of our aircraft operations, the Contractor shall coordinate all work schedules with the Contracting Officer or his representative. As a result of this coordination and scheduling, a installation schedule for all work shall be drafted by the Contractor which allows the Contractor scheduled free access to work sites, and the Government the ability to accomplish mission-essential activities.

- a. Delays: Unavoidable minor delays during installation caused by essential defense activities (alerts, security checks, fire suppression practices, terrorist alerts, etc.) may occur due to mission requirements. These occur at the rate of about four (4) hours per month during the work day.
- b. No work, except cement finishing, shall be done other than during normal 8-hour, 5-day workweek without 48 hours advance notice to the Contracting Officer.
- c. Overtime work for cement finishing must be anticipated by Contractor and shall be included in his contract price.

00100-20 COOPERATION WITH OTHER WORK: NOT USED.

00100-21 RECORD DRAWINGS:

Upon completion of the work provide a single line drawing showing all work or related work accomplished under this contract. Requests for final payment will not be approved until drawings are delivered to the Contracting Officer.

00100-22 ATTACHMENTS:

None.

END OF SECTION

1. EXPLANATION OF WORK

- a. This is a Best Value Task Order multiple award construction services contract which encompasses a broad range of maintenance, repair, and construction projects Statewide, supported by the USPFO-Connecticut Contracting Division and Connecticut Air National Guard, East Granby, CT. The contract will be issued for a base three (3) year period and two (2) option years. During the life of the contract, the United States Property and Fiscal Office for Connecticut (USPFO-CT) and Connecticut Air National Guard (CTANG) will offer all construction acquisitions from \$2,000.00 - \$1,000,000.00 exclusively to Task Order contractors except for (1) environmental remediation and restoration construction; (2) petroleum oil, and lubricants construction; and (3) all pavement construction with an independent government estimate in excess of \$1,000,000.00; (4) certain emergency contracts; (5) certain maintenance services as determined by the Contracting Officer. Cumulative total amount of task orders SHALL NOT EXCEED \$20,000,000.00.
- b. Contract administration of the Best Value Task Order Contract will be made by the USPFO-CT. Administration for individual task orders WILL BE specified in each task order.

- c. Under the contract, a wide variety of individual construction, repair and/or maintenance task orders will be identified for purposes of obtaining price proposals. During the contract period, engineering personnel will identify projects and specified Contracting Offices will issue requests for price proposals and issue awards of task orders to the contractor. Task order pricing and awards will be made based on competitive price proposals or best value proposals received exclusively from Task Order Contract (TOC) contractors. Each task order contractor will be provided a fair opportunity (except for para. D and e below) to compete for award of any project in excess of \$2,000.00 with the exception of those projects noted in para a above.
- d. The Contracting Officer will exercise broad discretion in determining if a contractor is eligible to compete for award of a project and may consider factors such as past performance, quality of completed work, cost control, price, or other factors that the Contracting Officer, in the exercise of sound business judgement, believes are relevant to the placement of orders.
- e. To satisfy the Small Business Administration (SBA) 8(a) minority goals, the Contracting Officer MAY restrict competition for some projects to only SBA 8(a) contractors who have been awarded a task order contract, provided that two (2) or more 8(a) contractors are awarded a task order contract.
- f. The contractor is required to be located, either by virtue of his main office or a satellite operation base, within an area permitting a maximum of a three (3) day response time. In emergency situations, TOC contractors may be required to attend a pre-proposal site visit within twenty-four (24) hours from receipt of notice of the proposal project.
- g. Projects may vary in size and dollar amount. Projects will involve, but WILL NOT BE limited to: Carpentry, asphalt, and concrete paving, roofing, excavation, interior renovations, electrical, plumbing, painting, demolition, masonry and HVAC.
- h. The Government shall provide at no cost to a TOC contractor who attends the scheduled pre-proposal project site inspection conference, one (1) complete set of project plans and specifications. Subcontractors who are not TOC contractors must obtain the plans and specifications through a TOC contractor.

2. DEFAULT TECHNICAL SPECIFICATIONS

- a. The default technical specifications that will be used are numbered and organized by the National Institute of Building Sciences' Construction Criteria Base CD ROM System (NIBS CCB). Within the NIBS CCB, refer to the "SPECSINTACT" Navy portion. DOD Contractors are entitled to receive one-no-cost NIBS CCB subscription. NIBS CCB may be contacted at (202) 289-7800 or website www.ccb.org for ordering information.
- b. The intent of the DEFAULT specifications is to furnish concise industrial and/or commercial standards for construction of government facilities. Statements of Work (SOW) will contain pertinent technical specifications which differ from the DEFAULT specification. If the Statement of Work does not address a specification for an element of work, the DEFAULT specification shall apply for that element of work.

3. EMERGENCY REQUIREMENTS (16. 505(b)(2))

TOC contractors will not be provided a fair opportunity to compete and be considered for a project task order when only one (1) contractor is capable of providing such services due to them being unique or highly specialized, or in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided all awardees were given a fair opportunity to be considered for the original order.

4. TASK ORDER PROTESTS (FAR 16.505(b)(4))

Pursuant to the provisions of FAR 16.505(b)(4) no protest under Federal Acquisition Regulation subpart 33.1 is authorized in connection with the issuance or proposed issuance of a task order under this task order contract with exception of violations of contract scope, maximum contract value, or contract period. An Ombudsman has been appointed who shall review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The Ombudsman for task orders awarded by the Connecticut Army and Air National Guard is the U.S. Property and Fiscal Officer for Connecticut.

5. ORDERING PROCEDURES

- a. When the engineers identify a potential TOC project, the Contracting Officer or his authorized representative will issue via facsimile, e-mail, or mail, a "Notice of Proposed Task Order Project Request for Proposal (NPTOP/RFP) (For sample see Attachment A) form to all TOC contractors. The NPTOP/RFP form will provide a brief synopsis of the project, date, time and location of the site conference, liquidated damages amount, required performance period, required line item pricing (proposal price schedule), date and time for submission of proposals, best value proposal requirements (if applicable) and any other notes to the TOC contractors.
- b. Upon receipt of the notification from the Contracting Officer, the TOC contractors shall respond by attending the project site conference. The project site conference is normally scheduled within two (2) to five (5) days from issuance of the NPTOP/RFP form or within 24 hours under emergency conditions.
- c. Upon attending the site conference and determining the scope of the individual project, the contractor shall prepare a price proposal for completing the required work. When the agency requires submission of best value proposals, contractors shall comply with the instructions provided in the request for proposal. Time period for submission of the contractor's proposal will be set in the NPTOP/RFP.
- d. Upon receipt of price proposal and if applicable, "best value" proposals, a task order will be issued using a DD Form 1155. Award shall be based on either low competitive price received or "best value" determination and/or both. Task orders shall be binding in and of themselves and incorporate all applicable contract clauses by reference with the same force and effect as in the basic contract. Each task order shall contain the following information:
 1. Date of task order
 2. Contract number and task order number
 3. Item number and description, quantity and unit price
 4. Task order price, delivery and/or performance data
 5. Accounting and appropriation data
 6. Information pertaining to performance and payment bonds and liquidated damage assessment requirements.
 7. Any other pertinent data determined appropriate by the Contracting Officer
 8. Applicable Davis-Bacon wage decision
 9. Statement of Work or project plans and specifications incorporated by reference
- e. Upon the award and contractors acknowledgement of the task order, and issuance of a Notice to Proceed (NTP), the contractor shall promptly commence work specified and in accordance with the provisions contained herein. A Notice to proceed WILL NOT be issued until receipt of adequate payment and performance bonds.

6. BEST VALUE AWARD DECISION

The award of a task order may be based on price alone or price and other factors (e.g. best value decisions, quality of product, warranty, or any other factors identified in the request for proposal). When submitting a best value proposal, the contractor shall submit two price proposals – a price based solely on the project's plans and

specifications and a price indicating the best value(s). The unsuccessful offerors shall be debriefed by the Contracting Officer if the award is made on the basis of best value.

7. TASK ORDER COMPETITION

- a. All TOC contractors will be provided a fair opportunity to compete for each TOC proposed project. A TOC contractor may submit a price/best value proposal.
- b. If the Contracting Officer determines that a fair and reasonable price has not been obtained through TOC competition for a particular project, the Government reserves the right to contract for the work outside of the TOC contract.

8. NOTICE OF COMPLETION OF TASK ORDER/PRE-FINAL AND FINAL INSPECTION

- a. For each project, the contractor will conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for final inspection. Any discrepancies noted shall be corrected PRIOR to the final inspection.
- b. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least five (5) working days PRIOR to the desired date or as otherwise negotiated with the Contracting Officer.
- c. The final inspection shall be performed by engineering personnel and the Contracting Officer in the presence of the contractor, and any discrepancies noted shall be corrected with the time specified by the Contracting Officer.
- d. Final inspection SHALL NOT constitute acceptance of a project unless so stipulated by issuance of a separate letter of acceptance from the Contracting Officer.

9. CONTRACTOR OFFICE AND STORAGE

- a. Contractors must maintain an off-base/site location that will not hinder or prohibit the required response times. For non-priority projects, the contractor will be required to respond to notification of a potential project within two to five working days of such notification as specified in each NPTO/RFP. For emergency situations, contractors shall respond within 24 hours of notification.
- b. Parking of contractor vehicles shall be restricted to the contractor's designated work areas. The company name shall be prominently displayed on all construction vehicles parked on the job site.
- c. Security of material storage area(s) on the job site shall be the responsibility of the contractor. The area(s) shall be kept neat and orderly and free of debris.

10. SECURITY REQUIREMENTS

- a. The contractor shall comply with all security regulations imposed by the Base Commander and/or the agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.
- b. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

11. REGULATIONS

The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.

12. WORK PROGRESS SCHEDULES

- a. Meetings shall be held between the contractor, COR, and Contracting Officer to discuss work progress, problems and potential change orders. The frequency of meetings will be determined by the Contracting Officer. PRIOR to specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways and similar means of passage; and the location of partitions, eating spaces and restroom for contractor's employees.
- b. Furniture and portable office equipment in the immediate area will be moved by the contractor to a location designated by the COR and replaced to its original position, or an alternate location as determined by the COR, upon completion of the work. Schedules for movement of furniture and equipment and delivery of materials shall be incorporated in the progress schedule and shall be made with minimum of interference to Government operations and personnel. So far as practicable, the work shall be completed by section and confined to limited areas. Coordination with the COR and the user activity shall be accomplished at least three (3) days in advance.
- c. For task orders with performance periods of 60 calendar days or more, or at the discretion of the Contracting Officer, a AF Form 3064, Contract Progress Schedule, will be prepared by the contractor and submitted for approval to the Contracting Officer within ten (10) calendar days of the Notice to Proceed for a project. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period WILL NOT BE approved. In accordance with FAR 36.515, monthly progress reports, submitted on AF Form 3065, Contractor's Progress Report, are required of both the contractor and the Contracting Officer's Representative (COR) unless otherwise specified by the Contracting Officer. Progress report dates must coincide with dates on the AF Form 3064, Contract Progress Schedule and must cover the period from Notice to Proceed (NTP) to final inspection.
- d. For task orders with a performance period of LESS than 60 calendar days, no progress schedule or contractor's progress reports will be required unless directed by the Contracting Officer.

13. QUALITY CONTROL PLAN

- a. General. In addition to the contract clause entitled, "Inspection of Construction", the contractor shall comply with the quality control provisions as specified herein. The contractor shall perform all quality control inspections and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is not furnished or withhold funds from progress payments in accordance with the contract clause entitled, "Payments Under Fixed-Price Construction Contracts" until such time as the contractor submits an acceptable final plan.
- b. Quality Control Plan
 1. General. Upon receipt of the Notice of Contract Award, the contractor's quality control plan shall be submitted for acceptance. Performance will be permitted to begin only after approval of the contractor's quality control plan or approval of that portion of the plan applicable to the particular feature of work to be started. The contractor's quality control plan shall identify the personnel, procedures, instructions, records, forms and as a minimum, shall include the following:

- (a) A description of the quality control management organization.
 - (b) The number, classifications, qualifications, duties, responsibilities, and authorizations of personnel. A copy of the letter, signed by an authorized official of the firm, which described the responsibilities and delegates the authorities of the system manager shall be furnished.
 - (c) Procedures for processing shop drawings, samples, certificates, and other submittals.
 - (d) The contractor's quality control activities to be performed, including those of subcontractors, off-site fabricators and suppliers.
 - (e) Quality control testing procedures.
 - (f) Documentation format for contractor's quality control activities and testing.
2. Acceptance. The quality control plan will be reviewed by the Contracting Officer. The contractor shall make such changes and additions as necessary for clarity and completeness as requested by the Contracting Officer. Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government reserves the right to require the contractor to make changes in the quality control plan, personnel, and operations to correct deficiencies to assure contract compliance.
 3. Changes. When the contractor proposes changes in the quality control plan or implementation, during construction, the Contracting Officer shall be notified in writing. No change shall be implemented PRIOR to acceptance in writing by the Contracting Officer.
 4. Submittal. A list of test which the contractor understands he is to perform shall be furnished to the Contracting Officer. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test.

14. SAFETY ASSURANCE

- a. Compliance with Regulations. All work, including the handling of hazardous materials or the disturbance of dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61, Subparts A and B ETL 1110-10118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.
- b. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government SHALL NOT be held liable for any action on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.
- c. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with the applicable regulations.

- d. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U.S. Department of Transportation, Federal Highway Administrations "Manual on Uniform Traffic Control

Devices (D6.1-1978) to ensure proper warning lights, barricades and other traffic control devices shall be provided by the contractor.

15. WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces, for the same type of similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

16. PRE-PERFORMANCE CONFERENCE

PRIOR to the issuance of each task order, a pre-performance conference will be conducted to explain contract administration procedures.

INSTRUCTIONS FOR PREPARATION OF TECHNICAL PROPOSALS

- a. Prospective offerors shall concurrently submit: (1) Three (3) copies of a technical proposal and one (1) copy of a price proposal in accordance with instructions contained herein.
- b. General Instructions:
 1. Offerors are cautioned to submit enough information to enable the evaluation committee to fully ascertain each offeror's capability to perform all of the requirements contemplated by this solicitation. All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged. Technical portions of the submittal are limited to fifty (50) pages. Material submitted in excess of this limit will be returned to the contractor without review. Failure to complete the line item(s) price, Section 00010, will result in a rejection of the proposal.
 2. The offeror is hereby advised that his/her proposal is presumed to represent the best and final offer in response to this solicitation.
 3. The burden of proof of financial and price credibility rests solely with the offeror. Any significant inconsistencies, if unexplained, raise a fundamental question of the offeror's understanding of the project management and resources required and/or his ability to perform the contract. This may be grounds for rejection of the proposal, or a basis for determination of non-responsibility.
 4. Offerors may, at the discretion of the Government, be asked to provide more information and clarification regarding their proposal.
 5. The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected.
- c. Format: The contractor shall prepare the proposal to comply with the following general requirements:

1. Each written response to a discussion items shall be at least one paragraph but no more than one page in length.
2. Paper size shall be 8 ½ x 11;
3. Font styles shall be limited to “Times Roman”, “Courier” or “Arial” except for letters or attachments previously prepared;
4. Type size shall be 12-pitch, except for letters or attachments previously prepared;
5. Return this Request for Proposal (RFP) with your proposal;
6. Respond to the requested information below, in the order shown;
7. Number all pages;
8. Provide Cover Page with RFP identification and your Company Name, Address, Phone Number, E-mail Address and Point of Contact;
9. Provide index page;
10. Provide Tabs for each section, and a separation page between subsections;
11. Bind all pages securely together.

d. Proposal Preparation. The proposal shall be prepared in accordance with the instructions given in this section and will be evaluated in accordance with the evaluation criteria in this section.

1. The proposal must include necessary information to enable the evaluators to form a concrete conclusion of the offeror's ability to perform complete project management of required construction services. Project management includes the full spectrum of activities such as limited engineering design, estimating, proposal preparation, subcontract purchasing and management, work scoping and planning, construction superintendent duties, and quality control. Additional clarification of these requirements is to be inferred from information contained in the description or content of each section of the proposal discussed below as well as the evaluation factors for award identified in this section.
2. The proposal shall be submitted in accordance with the instructions contained herein. In no case shall statements such as “we comply with the requirements of the contract” or “it's equivalent” be acceptable to meet the requirements of the request for proposal.
3. To assure that information is properly presented and to aid the Government in the evaluation process, offerors are requested to present their proposal information in the following order: (a) Past Performance; (b) Project Management; (c) Capability; (d) Price Proposal for the Prototypical Project; (e) Location; and (f) Socio-Economic Consideration. Each item should be covered in sufficient detail to clearly address required information. This should preclude the return of an incomplete proposal or the rejection of a proposal due to items not addressed.

(a) Past Performance

- (1) Company Experience: Submit a list of projects with references for projects completed within the past five (5) years. Indicate whether or not your firm served as a general or subcontractor. Also include the percentage of work performed by your company.
- (2) Letter of Recommendation: Submit a minimum of three (3) letter from projects completed in the past five (5) years. (Federal Projects preferably)
- (3) Corp of Engineers' (COE) Performance Report: The USPFO-CT will request this information. Firms with no COE Performance Reports will **NOT** be penalized in the evaluation process.

(b) Project Management

- (1) Management and Support Staff: Submit a list of key management staff with a biography of experience, list of other staff, and an organizational chart. Include office phone number, cell phone number, fax number, and e-mail address.

- (2) Quality Control Plan: The offerors are to submit a summarized quality control plan in accordance with the Statement of Work in this section. This summary should be broad enough to address all aspects of quality control to include responsibility for surveillance of work, acceptance, rejection, documentation, and resolution of deficiencies, trend analysis and corrective action, and interface with Government inspectors.
- (c) Capability
 - (1) In-house skills/crafts: Submit a list
 - (2) Financial Capacity to Perform: Submit reference letter from your bank.
 - (3) Subcontractor Capability: Submit a list of key subcontractors that you intend to use for individual task orders.
 - (4) Bonding Capacity: Submit a statement in letter form of bonding capacity, both aggregate and individual.
 - (5) Discuss Change Order policy.
 - (6) Discuss capability to receive and send correspondence, pictures, sketches and “AutoCAD” drawings via electronic means.
- (d) Price Proposal: The price proposal consists of the price submitted under Section 00010 of this request for proposal. This price will be utilized to evaluate the accuracy of the contractor’s estimating system. The submitted price proposal will be compared to the government estimate for the project identified in Section 00010.
- (e) Location
- (f) Socio-Economic Consideration

TECHNICAL INFORMATION:

a. Technical Approach: The contractor shall describe its specific approach and technical capability to accomplish each task identified in the Statement of Work, Section 00100: starting with 001003(1) to 00100-3(18), then 00100-6 to 00100-21. Present proposed solutions, components, capabilities, and work plans. Start each responding paragraph with the corresponding paragraph in Section 00100, i.e.:

“00100-3(1) Repair piers with bent anchor bolts.

Response . . .”;

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed priced construction contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

MS. LUETICA GRANT
W01 MICHAEL MASTALSKI
USPFO FOR CONNECTICUT
CONTRACTING DIVISION, ROOM 323
360 BROAD STREET
HARTFORD, CT 06105-3779

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no

proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

NONE

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any FAR, AFARS, DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.236-7006 COST LIMITATION (JAN 1997)

(a) Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b) An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c) Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1) Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2) Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity

with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1541.

(2) The small business size standard is \$7 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Feb 2000) - Alternate I	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.219-9	Small Business Subcontracting Plan	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug Free Workplace	JAN 1997
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-9	Buy American Act--Balance of Payments Program--Construction Materials	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2000
52.228-2	Additional Bond Security	OCT 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JUN 1997

52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-7	Permits and Responsibilities	NOV 1991
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-27	Site Visit (Construction)	FEB 1995
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	OCT 1995
52.245-3	Identification of Government-Furnished Property	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.236-7005	Airfield Safety Precautions	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

INSURANCE SCHEDULE

- (1) The Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and amounts of insurance required below.
- (2) Reference Contract Clause titled, Insurance – Work on a Government Installation (FAR 52.228-5).

KIND	AMOUNTS (FAR 28.307)
WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY	\$100,000*
COMPREHENSIVE GENERAL LIABILITY	\$500,000 per occurrence For bodily injury

*Except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

COMPREHENSIVE AUTOMOBILE LIABILITY	\$200,000 per person & \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage
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- (1) The above kinds and amounts of insurance shall also be maintained by each of the contractor's outside consultants, associates and subcontractors if any of their work will be performed on a Government Installation.
- (4) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer **in writing** that the required insurance has been obtained. The policies evidencing required insurance shall

contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of all subcontractor's proof of required insurance.

PERFORMANCE AND PAYMENT BOND – INDIVIDUAL TASK ORDERS

- A. Within ten (10) days after award is made, the Contractor shall furnish a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A) to the Contracting Office, each with good and sufficient sureties acceptable to the Government. (See Block 12, SF 1442, Solicitation, Offer, and Award).
- B. Performance Bond – The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.
- C. Payment Bond –
 - (1) When the contract price is \$1,000,000 or less, the penal sum will be fifty percent (50%) of the contract price.
 - (2) When the contract price is in excess of \$1,000,000 but not more than \$5,000,000, the penal sum shall be forty percent (40%) of the contract price.
 - (3) When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000. Any bonds furnished will be furnished by the Contractor to the Government prior to commencement of contract performance.
- D. In the event certified or cashier's checks, bank drafts or Post Office money orders are used in lieu of furnishing a corporate or individual surety, such certified or cashier's check, bank drafts, or Post Office money orders shall be drawn to the order of

TREASURER OF THE UNITED STATES OF AMERICA

Note: Any bond furnished will be furnished by the Contractor to the Government prior to commencement of contract performance.

CT020004 MOD 0 REVISED 03/08/02 CT4

***** THIS WAGE DETERMINATION WAS REPLACED ON 03/08/02*****

General Decision Number CT020004

Superseded General Decision No. **CT010004**

State: Connecticut

Construction Type:

BUILDING

HEAVY

HIGHWAY

County(ies):

HARTFORD

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number

0

Publication Date

03/01/2002

COUNTY(ies):
HARTFORD

ASBE0006F 09/01/2001		
	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems		
East Granby, Enfield, Granby, Hartland, Suffield, Windsor- Locks	23.77	11.70

ASBE0033A 09/01/2001		
	Rates	Fringes
ASBESTOS WORKERS/INSULATORS Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material openings and penetrations in walls, floors, ceilings and curtain walls.		
Avon, Berlin, Bloomfield, Bristol, Burlington, Canton, East Windsor, East Hartford, Farmington, Glastonbury, Hartford, Manchester, Marlborough, New Britain, Newington, Plainville, Rocky Hill, Southington, Simsbury, South Windsor, West Hartford, Windsor, Wethersfield	26.25	11.36

ASBE0201C 04/02/1990		
	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or		
not, from mechanical systems	17.50	4.70

BOIL0237A 01/01/2001		
	Rates	Fringes
BOILERMAKERS	26.81	4.24+30%

BRCT0001A 04/02/2001		
	Rates	Fringes
BRICKLAYERS (BUILDING CONSTRUCTION)	25.75	9.45+a

a. PAID HOLIDAY: If employee works on Christmas Eve until noon
he shall be paid for 8 hours.

BRCT0001C 04/02/2001		
	Rates	Fringes
BRICKLAYERS, CEMENT MASONS CEMENT FINISHERS, PLASTERERS, STONE MASONS (HEAVY & HIGHWAY CONSTRUCTION)	25.75	8.80+a

PAID HOLIDAY: If an employee works on Christmas Eve until noon
he shall be paid for 8 hours.

CARP0024C 04/01/2001		
	Rates	Fringes
CARPENTERS (BUILDING CONSTRUCTION): Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville, Southington,		
CARPENTERS (Including Drywall/ Acoustical) SOFT FLOOR LAYERS	22.70	8.48
MILLWRIGHTS	20.35	8.48

CARP0024E 05/01/2001		
	Rates	Fringes
CARPENTERS (HEAVY & HIGHWAY CONSTRUCTION): Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville, Southington		
CARPENTERS, DIVER TENDERS, DOCKBUILDERS, PILEDRIVERS	21.15	7.48
DIVERS	29.61	7.48

CARP0043C 04/01/2001		
	Rates	Fringes
CARPENTERS (BUILDING CONSTRUCTION): Avon, Bloomfield, East Granby,		

East Hartford, East Windsor,
 Enfield, Farmington, Glastonbury,
 Granby, Hartford, Hartland,
 Manchester, Rocky Hill, Simsbury,
 South Windsor, Suffield, West
 Hartford, Wethersfield, Windsor,
 Windsor Locks

CARPENTERS (Including Drywall/ Acoustical), SOFT FLOOR LAYERS, MILLWRIGHTS	22.70	8.48
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CARP0043E 05/07/2001

	Rates	Fringes
CARPENTERS (HEAVY & HIGHWAY CONSTRUCTION):		
Avon, Bloomfield, East Granby, East Hartford, East Windsor, Enfield, Farmington, Glastonbury, Granby, Hartford, Hartland, Manchester, Rocky Hill, Simsbury, South Windsor, Suffield, West Hartford, Wethersfield, Windsor, Windsor Locks		

CARPENTERS, DIVER TENDERS, DOCKBUILDERS, PILEDRIVERS	21.15	7.48
DIVERS	29.61	7.48

ELEC0035B 06/01/2001

	Rates	Fringes
ELECTRICIANS:		
Entire County excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville, and Southington	27.60	11.54

ELEC0042A 09/02/2001

	Rates	Fringes
LINE CONSTRUCTION		
Linemen, Cable Splicers, Dynamite Men	29.65	8.20+6.5%
Heavy Equipment Operators	26.69	8.20+6.5%
Material Men, Tractor Trailer Drivers, Equipment Operators	25.20	8.20+6.5%
Driver Groundmen	22.24	8.20+6.5%
Groundmen	16.31	8.20+6.5%

Traffic Control, Illumination,

Maintenance and Railroad
Construction:

Linemen, Cable Splicers,		
Dynamite Men	29.65	8.20+6.5%
Heavy Equipment Operators	26.69	8.20+6.5%
Material Men, Tractor		
Trailer Drivers, Equipment		
Operators	25.20	8.20+6.5%
Driver Groundmen	22.24	8.20+6.5%
Groundmen	16.31	8.20+6.5%

ELEC0090D 03/26/2001

	Rates	Fringes
ELECTRICIANS:		
Berlin, Bristol, New Britain,		
Newington, Plainville,		
Southington	26.60	10.32+4%

ELEC0488C 03/01/2001

	Rates	Fringes
ELECTRICIANS		
Hartland Township	27.20	10.48

ELEV0091A 07/31/2001

	Rates	Fringes
ELEVATOR MECHANICS	32.025	7.455+a+b

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0478B 04/02/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
(HEAVY & HIGHWAY CONSTRUCTION)		
GROUP 1	28.05	9.20+a
GROUP 2	27.77	9.20+a
GROUP 3	27.12	9.20+a
GROUP 4	26.77	9.20+a
GROUP 5	26.25	9.20+a
GROUP 6	25.98	9.20+a
GROUP 7	25.68	9.20+a
GROUP 8	25.33	9.20+a
GROUP 9	24.95	9.20+a
GROUP 10	24.44	9.20+a

GROUP 11	23.15	9.20+a
GROUP 12	23.09	9.20+a
GROUP 13	22.70	9.20+a
GROUP 14	22.58	9.20+a
GROUP 15	22.31	9.20+a
GROUP 16	21.55	9.20+a
GROUP 17	21.18	9.20+a
GROUP 18	20.58	9.20+a

Hazardous waste premium \$1.50 per hour over classified rate.

Crane with 150 ft. boom (including jib): \$0.50 extra.

Crane with 200 ft. boom (including jib): \$1.00 extra.

Crane with 250 ft. boom (including jib): \$2.00 extra.

Crane with 300 ft. boom (including jib): \$3.00 extra.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over); Front End Loader (7 cubic yards or over) Work Boat 26 ft. & over.

GROUP 2: Cranes (100 ton rated capacity and over); Backhoe over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer)

GROUP 3: Backhoe; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber tire backhoe (Drott-1085 or similar).

GROUP 4: Trenching machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper)

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell); Side Boom; Combination Hoe and Loader; Directional Driller;

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards); Grader; Bulldozer;

GROUP 7: Asphalt Roller; Concrete Saws and Cutters (Ride on Types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel)

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welder; Work Boat Under

26 ft.; Transfer Machine.

GROUP 9: Front End Loader (under 3 cubic yards); Skid Steer Loader (regardless of attachments); (Bobcat or similar); Fork Lift; Power Chipper; Landscape Equipment (including Hydroseeder).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker (Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete Plant Operator; Portable Crusher Plant Operator.

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper.

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator.

GROUP 18: Maintenance Engineer.

ENGI0478E 04/02/2001		
	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
(BUILDING CONSTRUCTION)		
Backhoe/Loader Combination	26.25	9.20+a
Crane	28.05	9.20+a
Fork Lift Operator	24.95	9.20+a
Hoist Operator	27.12	9.20+a
Maintenance engineer	20.58	9.20+a
Roller, All types	25.68	9.20+a

Hazardous waste premium \$1.50 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$0.50 extra

Crane with boom, including jib, 200 feet - \$1.00 extra

Crane with boom, including jib, 250 feet - \$2.00 extra

Crane with boom, including jib, 300 feet - \$3.00 extra

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

IRON0015B 01/07/2002		
	Rates	Fringes
IRONWORKERS:		
Ornamental, Reinforcing,		
Structural (Including Metal		

Building Erecting) and Precast Concrete Erection	27.30	14.38+a
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- a. PAID HOLIDAY: Christmas Eve is a paid holiday, provided the employee has been on the employers payroll for the five consecutive days prior to Christmas Eve.

LABO0056D 04/01/2001

	Rates	Fringes
LABORERS (BUILDING):		
Unskilled	19.75	7.00
Masons Tenders (Brick & Cement)	20.25	7.00

LABO0056E 04/01/2001

	Rates	Fringes
LABORERS (HEAVY & HIGHWAY CONSTRUCTION)		
GROUP 1	19.75	7.00
GROUP 2	20.00	7.00
GROUP 3	20.25	7.00
GROUP 4	21.50	7.00
GROUP 5	12.00	7.00
GROUP 6	21.75	7.00

LABORERS CLASSIFICATIONS

- GROUP 1: Laborers (Unskilled).
 GROUP 2: Chain saw operators, fence and guard rail erectors, pipelayers, pneumatic tool operators and powdermen.
 GROUP 3: Jackhammer operators, mason tenders, asphalt rakers, air track operators, block pavers and curb setters.
 GROUP 4: Blasters.
 GROUP 5: Traffic control signalmen.
 GROUP 6: Toxic waste workers (non-mechanical systems).
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LABO0056F 04/01/2001

	Rates	Fringes
LABORERS (TUNNEL CONSTRUCTION):		
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel, Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	24.00	7.00+a
Brakemen, Trackmen	23.20	7.00+a
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers		

and Strippers	23.20	7.00+a
Form Erectors	23.475	7.00+a
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Miners	25.00	7.00+a
Brakemen, Trackmen, Tunnel		
Laborers, Shaft Laborers	23.20	7.00+a
Laborers Topside	23.10	7.00+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

PAIN0011C 07/01/2000		
	Rates	Fringes
PAINTERS (BRIDGE CONSTRUCTION):		
Brush, Roller, Blasting		
(Sand, Water, etc.), Spray	28.75	7.50

PAIN0011D 12/01/2000		
	Rates	Fringes
PAINTERS (Including Drywall Finishing):		
Brush and Roller	22.27	7.75
Paperhangers	22.77	7.75
Tapers	23.02	7.75
Red Label Products, Epoxy		
Materials	22.77	7.75
Material Blast and Spray	25.27	7.75
Tanks, Towers, Swingstage,		
Boatswain Chair, Riding Steel,		
All Tanks, Pipes and Vessels		
Inside, and Hazardous Work of		
Similar Character	24.27	7.75

PLUM0777D 08/01/2001		
	Rates	Fringes
PLUMBERS & PIPEFITTERS		
(Including HVAC Work)	27.92	9.60

ROOF0009B 01/01/2000		
	Rates	Fringes
ROOFERS:		
Composition	19.94	8.51
Slate & Tile	20.44	8.51

SFCT0676A 01/01/2002		
	Rates	Fringes
SPRINKLER FITTERS	29.85	9.05+a

- a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

SHEE0040B 07/01/2001		
	Rates	Fringes
SHEET METAL WORKERS (Including HVAC Duct Work)	25.47	13.62

SUCT1001A 11/01/1991		
	Rates	Fringes
GLAZIERS	18.88	4.58
PLASTERERS	17.00	
POWER EQUIPMENT OPERATORS:		
Backhoes	16.83	3.45
Bulldozers	16.98	3.37
Front End Loaders	18.20	3.41
TILE SETTERS	20.75	
TRUCK DRIVERS (BUILDING):		
3 Axle	13.29	2.64
4 Axle	10.00	.27

TEAM0064D 04/02/2001		
	Rates	Fringes
TRUCK DRIVERS (BUILDING CONSTRUCTION):		
2 Axle	20.68	7.16+a

Hazardous waste removal work receives additional \$1.00 per hour.

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday, provided the employee has at least 31 days service and works the last scheduled day before and the first scheduled day after the holiday.

TEAM0064E 04/02/2001		
	Rates	Fringes
TRUCK DRIVERS (HEAVY & HIGHWAY CONSTRUCTION):		
2 Axle	20.68	7.16+a
3 Axle, 2 Axle Ready Mix	20.78	7.16+a
3 Axle Ready Mix	20.83	7.16+a
4 Axle, Heavy Duty		
Trailer up to 40 tons	20.88	7.16+a

4 Axle Ready Mix, Specialized Earth Moving Equipment (Other

Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	20.93	7.16+a
Heavy Duty Trailer		
40 Tons and Over	20.98	7.16+a

Hazardous waste removal work receives additional \$1.00 per hour.

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday, provided the employee has at least 31 days service and works the last scheduled day before and the first scheduled day after the holiday.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **the Chief, National Guard Bureau** and shall not be binding until so approved.

(End of clause)

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

- (i) Brand name, if any; and
- (ii) Make or model number;
- (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
- (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: 860-524-4874.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (OCT 1997)

(a) The Contractor shall submit one of the following payment protections:

1. Payment Bond; 2. Irrevocable Letter of Credit (ILC); 3. Tripartite Escrow Agreement; or 4. Certificate of Deposit

(b) The amount of the payment protection shall be 50 percent of the contract price.

(c) The submission of the payment protection is required within ten (10) days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the

Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND

IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the

Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government

directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

NONE

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR, AFARS, DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS. (DEC 1991)

(a) The Government --

(1) Will provide the Contractor, without charge, **FIVE** sets (five unless otherwise specified) of large-scale contract drawings and specifications except publications incorporated into the technical provisions by reference;

(2) Will furnish additional sets on request, for the cost of reproduction; and

(3) May, at its option, furnish the Contractor one set of reproducible, or half-size drawings, in lieu of the drawings

in paragraph (a)(1) of this clause.

(b) The Contractor shall --

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File and Drawing No.